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MATTRESS FIRM, INC.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

ERICA HAMPTON, individually and  
on behalf of all similarly situated  
persons,

Plaintiff,

v.

MATTRESS FIRM, INC., a Delaware  
corporation,

Defendant.

Case No. 2:24-cv-06488

**DEFENDANT MATTRESS FIRM,  
INC.'S ANSWER TO THE FIRST  
AMENDED CLASS ACTION  
COMPLAINT**

Complaint Filed: August 1, 2024

1 Defendant Mattress Firm, Inc. (“Mattress Firm”) hereby answers the  
2 Complaint of plaintiff Eric Hampton (“Hampton”) as follows:

3 1. Mattress Firm denies the allegation in paragraph 1.

4 2. The first sentence of paragraph 2 is a statement of the case to which no  
5 response is required. Mattress Firm denies the allegations in the second and third  
6 sentences of paragraph 2.

7 3. Mattress Firm denies the allegations in paragraph 3.

8 4. Mattress Firm denies the allegations in paragraph 4.

9 5. Mattress Firm denies the first three sentences of paragraph 5. The last  
10 three sentences in paragraph 5 contain a hypothetical scenario to which Mattress  
11 Firm contends that no response is required.

12 6. Mattress Firm denies the allegations in paragraph 6.

13 **II. PARTIES**

14 7. Mattress Firm admits the allegations in paragraph 7.

15 8. Mattress Firms admits the allegation in paragraph 8.

16 **III. JURISDICTION AND VENUE**

17 9. The allegation in paragraph 9 contains a legal conclusion to which no  
18 response is required.

19 10. Mattress Firm admits the allegations in paragraph 10.

20 11. Mattress Firm admits the allegations in paragraph 11.

21 **IV. GENERAL ALLEGATIONS**

22 **A. Company Background**

23 12. Mattress Firm admits the allegation in paragraph 12.

24 13. Mattress Firm admits the allegations in paragraph 13.

25 14. Mattress Firm lacks knowledge or information sufficient to form a  
26 belief as to the truth of the allegations in paragraph 14 and on that basis denies the  
27 allegations in paragraph 14.

28

**B. Defendant's False and Deceptive Pricing Scheme**

**1. The Products Are Not Regularly Listed or Sold on the Website at the Reference Prices**

15. Mattress Firm denies the allegation in paragraph 15.

16. Mattress Firm denies the allegations in the first and second sentence of paragraph 16. Mattress Firm admits the photo depicted in paragraph 16 shows a mattress listed for sale on Mattress Firm's website for \$699.99. Except as specifically admitted, Mattress Firm denies each and every allegation in paragraph 16.

17. Mattress Firm denies the allegations in paragraph 17.

18. Mattress Firm denies the allegations in paragraph 18.

a. Mattress Firm admits that the photo in paragraph 18(a) appears to depict the Serta Perfect Sleeper Sleep Excellence Medium PillowTop Mattress listed for sale on Mattress Firm's website for \$799.99.

i. Mattress Firm lacks information sufficient to form a belief as to the truth of the allegation in paragraph 18(a)(i) at this time and on that basis denies the allegation in paragraph 18(a)(i). Mattress Firm reserves the right to amend this answer to the extent information is available to it at a later time.

ii. Mattress Firm lacks information sufficient to form a belief as to the truth of the allegation in paragraph 18(a)(ii) at this time and on that basis denies the allegation in paragraph 18(a)(ii). Mattress Firm reserves the right to amend this answer to the extent information is available to it at a later time.

iii. Mattress Firm lacks information sufficient to form a belief as to the truth of the allegation in paragraph 18(a)(iii) at this time and on that basis denies the allegation in paragraph 18(a)(iii). Mattress

1 Firm reserves the right to amend this answer to the extent information  
2 is available to it at a later time.

3 iv. Mattress Firm lacks information sufficient to form a belief  
4 as to the truth of the allegation in paragraph 18(a)(iv) at this time and  
5 on that basis denies the allegation in paragraph 18(a)(iv). Mattress  
6 Firm reserves the right to amend this answer to the extent information  
7 is available to it at a later time.

8 v. Mattress Firm lacks information sufficient to form a belief  
9 as to the truth of the allegation in paragraph 18(a)(v) at this time and  
10 on that basis denies the allegation in paragraph 18(a)(v). Mattress Firm  
11 reserves the right to amend this answer to the extent information is  
12 available to it at a later time.

13 vi. Mattress Firm lacks information sufficient to form a belief  
14 as to the truth of the allegation in paragraph 18(a)(vi) at this time and  
15 on that basis denies the allegation in paragraph 18(a)(vi). Mattress  
16 Firm reserves the right to amend this answer to the extent information  
17 is available to it at a later time.

18 b. Mattress Firm admits that the photo in paragraph 18(b) appears  
19 to depict the Sealy Posturepedic Spring Bloom 12” Medium Mattress listed  
20 for sale on Mattress Firm’s website for \$313.99.

21 i. Mattress Firm lacks information sufficient to form a belief  
22 as to the truth of the allegation in paragraph 18(b)(i) at this time and on  
23 that basis denies the allegation in paragraph 18(b)(i). Mattress Firm  
24 reserves the right to amend this answer to the extent information is  
25 available to it at a later time.

26 ii. Mattress Firm lacks information sufficient to form a belief  
27 as to the truth of the allegation in paragraph 18(b)(ii) at this time and  
28

1 on that basis denies the allegation in paragraph 18(b)(ii). Mattress Firm  
2 reserves the right to amend this answer to the extent information is  
3 available to it at a later time.

4 iii. Mattress Firm lacks information sufficient to form a belief  
5 as to the truth of the allegation in paragraph 18(b)(iii) at this time and  
6 on that basis denies the allegation in paragraph 18(b)(iii). Mattress  
7 Firm reserves the right to amend this answer to the extent information  
8 is available to it at a later time.

9 iv. Mattress Firm lacks information sufficient to form a belief  
10 as to the truth of the allegation in paragraph 18(b)(iv) at this time and  
11 on that basis denies the allegation in paragraph 18(b)(iv). Mattress  
12 Firm reserves the right to amend this answer to the extent information  
13 is available to it at a later time.

14 v. Mattress Firm lacks information sufficient to form a belief  
15 as to the truth of the allegation in paragraph 18(b)(v) at this time and  
16 on that basis denies the allegation in paragraph 18(b)(v). Mattress Firm  
17 reserves the right to amend this answer to the extent information is  
18 available to it at a later time.

19 vi. Mattress Firm lacks information sufficient to form a belief  
20 as to the truth of the allegation in paragraph 18(b)(vi) at this time and  
21 on that basis denies the allegation in paragraph 18(b)(vi). Mattress  
22 Firm reserves the right to amend this answer to the extent information  
23 is available to it at a later time.

24 c. Mattress Firm admits that Mattress Firm sells the Serta Perfect  
25 Sleeper Charlotte 2.0 Medium Euro Top Mattress on its website.

26 i. Mattress Firm lacks information sufficient to form a belief  
27 as to the truth of the allegation in paragraph 18(c)(i) at this time and on  
28

1 that basis denies the allegation in paragraph 18(c)(i). Mattress Firm  
2 reserves the right to amend this answer to the extent information is  
3 available to it at a later time.

4 ii. Mattress Firm lacks information sufficient to form a belief  
5 as to the truth of the allegation in paragraph 18(c)(ii) at this time and  
6 on that basis denies the allegation in paragraph 18(c)(ii). Mattress Firm  
7 reserves the right to amend this answer to the extent information is  
8 available to it at a later time.

9 iii. Mattress Firm lacks information sufficient to form a belief  
10 as to the truth of the allegation in paragraph 18(c)(iii) at this time and  
11 on that basis denies the allegation in paragraph 18(c)(iii). Mattress  
12 Firm reserves the right to amend this answer to the extent information  
13 is available to it at a later time.

14 iv. Mattress Firm lacks information sufficient to form a belief  
15 as to the truth of the allegation in paragraph 18(c)(iv) at this time and  
16 on that basis denies the allegation in paragraph 18(c)(iv). Mattress  
17 Firm reserves the right to amend this answer to the extent information  
18 is available to it at a later time.

19 v. Mattress Firm lacks information sufficient to form a belief  
20 as to the truth of the allegation in paragraph 18(c)(v) at this time and  
21 on that basis denies the allegation in paragraph 18(c)(v). Mattress Firm  
22 reserves the right to amend this answer to the extent information is  
23 available to it at a later time.

24 d. Mattress Firm admits that the photo in paragraph 18(d) appears  
25 to depict the Sleepy's Basic Hybrid Mattress listed for sale on Mattress  
26 Firm's website for \$399.99.  
27  
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1 i. Mattress Firm lacks information sufficient to form a belief  
2 as to the truth of the allegation in paragraph 18(d)(i) at this time and on  
3 that basis denies the allegation in paragraph 18(d)(i). Mattress Firm  
4 reserves the right to amend this answer to the extent information is  
5 available to it at a later time.

6 ii. Mattress Firm lacks information sufficient to form a belief  
7 as to the truth of the allegation in paragraph 18(d)(ii) at this time and  
8 on that basis denies the allegation in paragraph 18(d)(ii). Mattress Firm  
9 reserves the right to amend this answer to the extent information is  
10 available to it at a later time.

11 iii. Mattress Firm lacks information sufficient to form a belief  
12 as to the truth of the allegation in paragraph 18(d)(iii) at this time and  
13 on that basis denies the allegation in paragraph 18(d)(iii). Mattress  
14 Firm reserves the right to amend this answer to the extent information  
15 is available to it at a later time.

16 iv. Mattress Firm lacks information sufficient to form a belief  
17 as to the truth of the allegation in paragraph 18(d)(iv) at this time and  
18 on that basis denies the allegation in paragraph 18(d)(iv). Mattress  
19 Firm reserves the right to amend this answer to the extent information  
20 is available to it at a later time.

21 v. Mattress Firm lacks information sufficient to form a belief  
22 as to the truth of the allegation in paragraph 18(d)(v) at this time and  
23 on that basis denies the allegation in paragraph 18(d)(v). Mattress Firm  
24 reserves the right to amend this answer to the extent information is  
25 available to it at a later time.

26 vi. Mattress Firm lacks information sufficient to form a belief  
27 as to the truth of the allegation in paragraph 18(d)(vi) at this time and  
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1 on that basis denies the allegation in paragraph 18(d)(vi). Mattress  
2 Firm reserves the right to amend this answer to the extent information  
3 is available to it at a later time.

4 e. Mattress Firm admits that the photo in paragraph 18(e) appears  
5 to depict the Sleepy's Basic Innerspring Firm Mattress listed for sale on  
6 Mattress Firm's website for \$159.99.

7 i. Mattress Firm lacks information sufficient to form a belief  
8 as to the truth of the allegation in paragraph 18(e)(i) at this time and on  
9 that basis denies the allegation in paragraph 18(e)(i). Mattress Firm  
10 reserves the right to amend this answer to the extent information is  
11 available to it at a later time.

12 ii. Mattress Firm lacks information sufficient to form a belief  
13 as to the truth of the allegation in paragraph 18(e)(ii) at this time and  
14 on that basis denies the allegation in paragraph 18(e)(ii). Mattress Firm  
15 reserves the right to amend this answer to the extent information is  
16 available to it at a later time.

17 iii. Mattress Firm lacks information sufficient to form a belief  
18 as to the truth of the allegation in paragraph 18(e)(iii) at this time and  
19 on that basis denies the allegation in paragraph 18(e)(iii). Mattress  
20 Firm reserves the right to amend this answer to the extent information  
21 is available to it at a later time.

22 iv. Mattress Firm lacks information sufficient to form a belief  
23 as to the truth of the allegation in paragraph 18(e)(iv) at this time and  
24 on that basis denies the allegation in paragraph 18(e)(iv). Mattress  
25 Firm reserves the right to amend this answer to the extent information  
26 is available to it at a later time.



1 v. Mattress Firm lacks information sufficient to form a belief  
2 as to the truth of the allegation in paragraph 18(e)(v) at this time and  
3 on that basis denies the allegation in paragraph 18(e)(v). Mattress Firm  
4 reserves the right to amend this answer to the extent information is  
5 available to it at a later time.

6 vi. Mattress Firm lacks information sufficient to form a belief  
7 as to the truth of the allegation in paragraph 18(e)(vi) at this time and  
8 on that basis denies the allegation in paragraph 18(e)(vi). Mattress  
9 Firm reserves the right to amend this answer to the extent information  
10 is available to it at a later time.

11 vii. Mattress Firm lacks information sufficient to form a belief  
12 as to the truth of the allegation in paragraph 18(e)(vii) at this time and  
13 on that basis denies the allegation in paragraph 18(a)(vii). Mattress  
14 Firm reserves the right to amend this answer to the extent information  
15 is available to it at a later time.

16 Except as specifically admitted, Mattress Firm denies each and every allegation in  
17 paragraph 18(a)-(e).

18 19. Mattress Firm denies the allegation in paragraph 19.

19 20. Mattress Firm denies each and every allegation in paragraph 20.

20 **2. The Reference Prices are not the Market Price of the**  
21 **Products, Including During the Rolling 90-Day Period Prior**  
22 **to Offering**

23 21. Mattress Firm denies the allegation in paragraph 21.

24 22. Mattress Firm denies the allegations in paragraph 22.

25 23. Mattress Firm denies the allegations in paragraph 23.

1           24. Mattress Firm admits that some of the products sold on its Website are  
2 exclusive to Mattress Firms. Except as specifically admitted, Mattress Firm denies  
3 each and every allegation in paragraph 24.

4           **C. Plaintiff's Purchase from the Website**

5           25. Mattress Firm admits that on June 17, 2024, plaintiff purchased a  
6 Sealy Essentials Winter Green 13" Plush Euro Pillow Top Mattress (Queen) from  
7 the Mattress Firm website for \$545.99. Mattress Firm admits that the product was  
8 shipped to an address in Ventura County, California. Except as specifically  
9 admitted, Mattress Firm denies each and every allegation in paragraph 25.

10          26. Mattress Firm admits that the photograph in paragraph 26 appears to  
11 depict the Sealy Essentials Winter Green 12" Medium Euro Top Mattress listed for  
12 sale on Mattress Firm's website for \$489.99. Mattress Firm lacks information  
13 sufficient to form a belief as to the truth of the allegation that the photograph  
14 depicted is of the listing on June 17, 2024, at this time and on that basis denies the  
15 allegation. Mattress Firm reserves the right to amend this answer to the extent  
16 information is available to it at a later time. Mattress Firm denies that the  
17 photograph in paragraph 26 depicts the mattress plaintiff claims to have purchased.  
18 Except as specifically admitted, Mattress Firm denies each and every allegation in  
19 paragraph 26.

20          27. Mattress Firm admits that the photograph in paragraph 27 appears to  
21 depict the Sealy Essentials Winter Green 13" Medium Euro Pillow Top Mattress  
22 listed for sale on Mattress Firm's website for \$525.99. Mattress Firm denies that  
23 this is the same product depicted in the photograph in paragraph 26. Mattress Firm  
24 lacks information sufficient to form a belief as to the truth of the allegation that the  
25 photograph depicted is of the listing on July 29, 2024, at this time and on that basis  
26 denies the allegation. Mattress Firm reserves the right to amend this answer to the  
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1 extent information is available to it at a later time. Except as specifically admitted,  
2 Mattress Firm denies each and every allegation in paragraph 27.

3 28. Mattress Firm denies the allegation in paragraph 28.

4 a. Mattress Firm lacks information sufficient to form a belief as to  
5 the truth of the allegation in paragraph 28(a) at this time and on that basis  
6 denies the allegation in paragraph 28(a). Mattress Firm reserves the right to  
7 amend this answer to the extent information is available to it at a later time.

8 b. Mattress Firm lacks information sufficient to form a belief as to  
9 the truth of the allegation in paragraph 28(b) at this time and on that basis  
10 denies the allegation in paragraph 28(b). Mattress Firm reserves the right to  
11 amend this answer to the extent information is available to it at a later time.

12 c. Mattress Firm lacks information sufficient to form a belief as to  
13 the truth of the allegation in paragraph 28(a) at this time and on that basis  
14 denies the allegation in paragraph 28(c). Mattress Firm reserves the right to  
15 amend this answer to the extent information is available to it at a later time.

16 29. Mattress Firm lacks knowledge or information sufficient to form a  
17 belief as to the truth of the allegations in paragraph 29 and on that basis denies the  
18 allegations in paragraph 29.

19 30. Mattress Firm denies the allegations in paragraph 30.

20 31. Mattress Firm denies the allegations in paragraph 31.

21 32. Mattress Firm denies the allegation in paragraph 32 that Mattress firm  
22 was untruthful. Mattress Firm lacks knowledge or information sufficient to form a  
23 belief as to the truth of the allegations in paragraph 32 and on that basis denies the  
24 allegations in paragraph 32.

25 33. Mattress Firm lacks knowledge or information sufficient to form a  
26 belief as to the truth of the allegations in the first sentence of paragraph 33. The  
27  
28

1 allegations in the second sentence contain a statement of the case to which no  
2 response is required.

3 **D. Research Shows That Reference Price Advertising Influences**  
4 **Consumer Behavior and Perceptions of Value**

5 34. Mattress Firm lacks knowledge or information sufficient to form a  
6 belief as to the truth of the allegations in paragraph 34 regarding “academic studies”  
7 and on that basis denies the allegations in paragraph 34. Mattress firm denies the  
8 rest of the allegations in paragraph 34.

9 35. Mattress Firm lacks knowledge or information sufficient to form a  
10 belief as to the truth of the allegations in paragraph 35 and on that basis denies the  
11 allegations in paragraph 35.

12 36. Mattress Firm lacks knowledge or information sufficient to form a  
13 belief as to the truth of the allegations in paragraph 36 and on that basis denies the  
14 allegations in paragraph 36.

15 37. Mattress Firm lacks knowledge or information sufficient to form a  
16 belief as to the truth of the allegations in paragraph 37 and on that basis denies the  
17 allegations in paragraph 37.

18 38. Mattress Firm lacks knowledge or information sufficient to form a  
19 belief as to the truth of the allegations in paragraph 38 and on that basis denies the  
20 allegations in paragraph 38.

21 39. Mattress Firm lacks knowledge or information sufficient to form a  
22 belief as to the truth of the allegations in paragraph 39 and on that basis denies the  
23 allegations in paragraph 39.

24 40. Mattress Firm lacks knowledge or information sufficient to form a  
25 belief as to the truth of the allegations in paragraph 39 and on that basis denies the  
26 allegations in paragraph 39.

**E. Consumers Suffered Economic Harm**

41. Mattress Firm denies the allegation in paragraph 41.

42. Mattress Firm denies the allegation in paragraph 42.

43. Mattress Firm denies the allegation in paragraph 43.

44. The first, second, third, and fourth sentence of paragraph 44 contain a hypothetical scenario to which Mattress Firm contends that no response is required. Mattress Firm denies the allegation in the fifth sentence of paragraph 44.

**F. Defendant's Deceptive Pricing Practice Violated Federal Law**

45. The first sentence of paragraph 45 contains a statement of law to which no response is required. Mattress Firm denies the allegation in the second sentence of paragraph 45.

46. Paragraph 46 contains a statement of law to which no response is required.

47. Mattress Firm denies that the FTCA prohibits Mattress Firm's pricing practices in paragraph 47. Paragraph 47 otherwise contains a statement of law to which no response is required.

48. Paragraph 48 contains a statement of law to which no response is required.

**G. Class Action Allegations**

49. The allegations in paragraph 49 contain a statement of the case to which no response is required.

50. The allegations in paragraph 50 contain a statement of the case to which no response is required.

51. The allegations in paragraph 51 contain a statement of the case and a statement of law to which no response is required.

52. Mattress Firm denies the allegations in paragraph 52.

53. Mattress Firm denies the allegations in paragraph 53.

1 54. Mattress Firm denies the allegations in paragraph 54.

2 55. Mattress Firm denies the allegations in paragraph 55.

3 56. Mattress Firm denies the allegations in paragraph 56.

4 a. Mattress Firm denies the allegations in paragraph 56(a).

5 b. Mattress Firm denies the allegations in paragraph 56(b).

6 c. Mattress Firm denies the allegations in paragraph 56(c).

7 d. Mattress Firm denies the allegations in paragraph 56(d).

8 e. Mattress Firm denies the allegations in paragraph 56(e).

9 f. Mattress Firm denies the allegations in paragraph 56(f).

10 g. Mattress Firm denies the allegations in paragraph 56(g).

11 h. Mattress Firm denies the allegations in paragraph 56(h).

12 i. Mattress Firm denies the allegations in paragraph 56(i).

13 j. Mattress Firm denies the allegations in paragraph 56(j).

14 57. Mattress Firm denies the allegations in paragraph 57.

15 58. Mattress Firm denies the allegations in paragraph 58.

16 **V. TOLLING OF THE STATUTE OF LIMITATIONS AND DELAYED**  
17 **DISCOVERY**

18 59. Mattress Firm denies the allegations in paragraph 59.

19 60. Mattress Firm denies the allegations in paragraph 60.

20 61. Mattress Firm denies the allegations in paragraph 61.

21 62. Mattress Firm denies the allegations in paragraph 62.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW (CAL.**  
24 **BUS. & PROF. CODE § 17200, et seq.)**

25 **(On Behalf of the California Class)**

26 63. Mattress Firm incorporates by reference its prior responses as if set  
27 forth herein.

64. The allegations in paragraph 64 contain a statement of law to which no response is required.

***Fraudulent***

65. The allegation in paragraph 65 contains a statement of law to which no response is required.

66. Mattress Firm denies the allegations in paragraph 66.

67. Mattress Firm denies the allegations in paragraph 67.

68. Mattress Firm denies the allegations in paragraph 68.

69. Mattress Firm denies the allegations in paragraph 69.

70. Mattress Firm denies the allegations in paragraph 70.

71. Mattress Firm denies the allegations in paragraph 71.

72. Mattress Firm denies the allegations in paragraph 72.

73. Mattress Firm denies the allegations in paragraph 73.

74. Mattress Firm denies the allegation in paragraph 74.

***Unfairness***

75. The allegation in paragraph 75 contains a statement of law to which no response is required.

76. Mattress Firm denies the allegations in paragraph 76.

77. Mattress Firm denies the allegations in paragraph 77.

78. Mattress Firm denies the allegations in paragraph 78.

79. Mattress Firm denies the allegations in paragraph 79.

***Unlawful***

80. The allegation in paragraph 80 contains a statement of law to which no response is required.

81. Mattress Firm denies the allegations in paragraph 81.

\* \* \*

82. Mattress Firm denies the allegations in paragraph 82.

1           83. The allegation in paragraph 83 contains a statement of the case to  
2 which no response is required.

3           84. The allegation in the first sentence of paragraph 84 contains a  
4 statement of the case to which no response is required. Mattress Firm denies the  
5 allegation in paragraph 84 that Mattress Firm is engaging in “deceptive  
6 advertisements and false reference prices in connection with the sale of products on  
7 the website.” Mattress firm denies the allegations in the second and third sentence  
8 in paragraph 84.

9                                   **SECOND CAUSE OF ACTION**

10           **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW, CAL. BUS**  
11                                   **& PROF. CODE § 17500, et seq.**

12                                   **(On Behalf of the California Class)**

13           85. Mattress Firm incorporates by reference its prior responses as if set  
14 forth herein.

15           86. The allegations in paragraph 86 contain a statement of law to which no  
16 response is required.

17           87. The allegations in paragraph 87 contain a statement of law to which no  
18 response is required.

19           88. The allegations in paragraph 88 contain a statement of law to which no  
20 response is required.

21           89. Mattress Firm denies the allegation in paragraph 89.

22           90. Mattress Firm denies the allegation in paragraph 90.

23           91. Mattress Firm denies the allegation in paragraph 91.

24           92. Mattress Firm denies the allegations in paragraph 92.

25           93. Mattress Firm denies the allegations in paragraph 93.

26           94. Mattress Firm denies the allegations in paragraph 94.

27           95. Mattress Firm denies the allegations in paragraph 95.



1 96. Mattress Firm denies the allegations in paragraph 96.

2 97. Mattress Firm denies the allegations in the first and second sentence in  
3 paragraph 97. The remainder of the allegations in paragraph 97 contain a statement  
4 of law to which no response is required.

5 **THIRD CAUSE OF ACTION**

6 **VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT,**

7 **CAL. CIV. CODE § 1750, et seq.**

8 **(On Behalf of the California Class)**

9 98. Mattress Firm incorporates by reference its prior responses as if set  
10 forth herein.

11 99. The allegations in paragraph 99 contain a statement of law to which no  
12 response is required.

13 100. Mattress Firm admits the allegations in 100.

14 101. Mattress Firm denies the allegations in paragraph 101

15 a. Mattress Firm denies the allegations in paragraph 101(a).

16 b. Mattress Firm denies the allegations in paragraph 101(b).

17 c. Mattress Firm denies the allegations in paragraph 101(c).

18 d. Mattress Firm denies the allegations in paragraph 101(d).

19 102. Mattress Firm denies the allegations in paragraph 102.

20 103. Mattress Firm denies the allegations in paragraph 103.

21 104. Mattress Firm denies the allegations in paragraph 104.

22 105. Mattress Firm denies the allegations in paragraph 105.

23 106. Mattress Firm denies the allegations in paragraph 106.

24 107. The allegations in paragraph 107 contain a statement of the case to  
25 which no response is required.

**FOURTH CAUSE OF ACTION**

**FRAUD (INTENTIONAL MISREPRESENTATION AND OMISSION)  
(On Behalf of the California Class)**

108. Mattress Firm incorporates by reference its prior responses as if set forth herein.

109. The allegation in paragraph 109 contains a statement of the case to which no response is required.

110. Mattress Firm denies the allegations in paragraph 110.

111. Mattress Firm denies the allegations in paragraph 111.

112. Mattress Firm denies the allegations in paragraph 112.

113. Mattress Firm denies the allegations in paragraph 113.

114. Mattress Firm denies the allegations in paragraph 114.

115. Mattress Firm denies the allegations in paragraph 115.

116. Mattress Firm denies the allegations in paragraph 116.

117. Mattress Firm denies the allegations in paragraph 117.

118. Mattress Firm denies the allegations in paragraph 118.

**FIFTH CAUSE OF ACTION**

**UNJUST ENRICHMENT/QUASI-CONTRACT**

**(On Behalf of the California Class)**

119. Mattress Firm incorporates by reference its prior responses as if set forth herein.

120. The allegation in paragraph 120 contains a statement of the case to which no response is required.

121. The allegation in paragraph 121 contains a statement of law to which no response is required.

122. The allegation in paragraph 122 contains a statement of law to which no response is required.

1 123. The allegation in paragraph 123 contains a statement of law to which  
2 no response is required.

3 124. The allegation in paragraph 124 contains a statement of law to which  
4 no response is required.

5 125. Mattress Firm denies the allegations in paragraph 125.

6 126. Mattress Firm denies the allegations in paragraph 126.

7 127. The allegation in paragraph 127 contains a statement of the case to  
8 which no response is required.

9 128. Mattress Firm denies the allegations in paragraph 128.

10 **SIXTH CAUSE OF ACTION**

11 **NEGLIGENT MISREPRESENTATION**

12 **(On Behalf of the California Class)**

13 129. Mattress Firm incorporates by reference its prior responses as if set  
14 forth herein.

15 130. The allegation in paragraph 130 contains a statement of the case to  
16 which no response is required.

17 131. Mattress Firm denies the allegations in paragraph 131.

18 132. Mattress Firm denies the allegations in paragraph 132.

19 133. Mattress Firm denies the allegations in paragraph 133.

20 134. Mattress Firm denies the allegations in paragraph 134.

21 135. Mattress Firm denies the allegations in paragraph 135.

22 136. Mattress Firm denies the allegations in paragraph 136.

23 137. Mattress Firm denies the allegations in paragraph 137.

24 138. Mattress Firm denies the allegations in paragraph 138.

25 139. Mattress Firm denies the allegations in paragraph 139.

1 **AFFIRMATIVE DEFENSES**

2 Without admitting any of the allegations in plaintiff's complaint, Mattress  
3 Firm asserts and alleges the following separate and additional affirmative defenses.  
4 By setting forth these defenses, Mattress Firm does not assume the burden of  
5 proving any fact, issue, or element of a cause of action where such burden properly  
6 belongs to plaintiff.

7 **FIRST AFFIRMATIVE DEFENSE**

8 **(FAILURE TO STATE A CLAIM)**

9 1. Mattress Firm alleges that the complaint, and each of the purported  
10 claims therein, fails to state facts sufficient to constitute a cause of action against it.

11 **SECOND AFFIRMATIVE DEFENSE**

12 **(LACHES)**

13 2. Mattress Firm alleges that plaintiff is barred by the doctrine of laches  
14 from asserting all of the claims in the complaint in that plaintiff has unreasonably  
15 delayed bringing this action, and such delay has caused prejudice to Mattress Firm.

16 **THIRD AFFIRMATIVE DEFENSE**

17 **(ESTOPPEL)**

18 3. Mattress Firm alleges that plaintiff's claims in the complaint are barred  
19 by the doctrines of collateral and/or equitable estoppel.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 **(WAIVER)**

22 4. Munchkin alleges that the claims in the complaint are barred by the  
23 doctrine of waiver.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 **(CONSENT)**

26 5. Each purported claim in the complaint is barred because plaintiff  
27 acknowledged, consented to, or acquiesced in the alleged acts or omissions, if any,  
28

1 of Mattress Firm.

2 **SIXTH AFFIRMATIVE DEFENSE**

3 **(UNCLEAN HANDS)**

4 6. Mattress Firm alleges that plaintiff's claims asserted in the complaint  
5 are barred by the doctrine of unclean hands.

6 **SEVENTH AFFIRMATIVE DEFENSE**

7 **(COMPARATIVE FAULT OF PLAINTIFF)**

8 7. Negligence, breach of contract, or other fault or misconduct of plaintiff  
9 or his agents directly and proximately contributed to plaintiff's alleged damages,  
10 which conduct either bars or reduces the recovery sought by plaintiff.

11 **EIGHTH AFFIRMATIVE DEFENSE**

12 **(CONTRIBUTORY FAULT OF THIRD PARTIES)**

13 8. The damages suffered by plaintiff, if any, proximately resulted from  
14 fault or misconduct of parties, persons, and/or entities other than Mattress Firm, and  
15 the liability of Mattress Firm, if any, must be limited in direct proportion to the  
16 percentage of fault actually attributable to Mattress Firm.

17 **NINTH AFFIRMATIVE DEFENSE**

18 **(ALLOCATION/CONTRIBUTION)**

19 9. The damages suffered by plaintiff, if any, proximately resulted from  
20 the negligence, tortious, and/or wrongful conduct of parties, persons, and/or entities  
21 other than Mattress Firm. Mattress Firm is therefore entitled to an allocation and/or  
22 contribution of damages according to the percentage of fault of each other such  
23 party.

24 **TENTH AFFIRMATIVE DEFENSE**

25 **(FAILURE TO MITIGATE)**

26 10. Plaintiff failed to act with reasonable diligence to avoid the losses  
27 claimed in the complaint and to mitigate damages, and, therefore, any recovery  
28

1 against Mattress Firm should be barred or reduced accordingly.

2 **ELEVENTH AFFIRMATIVE DEFENSE**

3 **(STATUTES OF LIMITATION)**

4 11. Mattress Firm alleges plaintiff's claims are barred in whole or in part  
5 by the applicable statute of limitations.

6 **TWELFTH AFFIRMATIVE DEFENSE**

7 **(JUSTIFICATION)**

8 12. Mattress Firm alleges that plaintiff's claims are barred by the doctrine  
9 of justification.

10 **THIRTEENTH AFFIRMATIVE DEFENSE**

11 **(ABSTENTION)**

12 13. Mattress Firm alleges that plaintiff's claims should be denied under the  
13 doctrine of equitable abstention.

14 **FOURTEENTH AFFIRMATIVE DEFENSE**

15 **(RESERVATION OF RIGHTS TO ASSERT ADDITIONAL DEFENSES)**

16 14. Mattress Firm presently has insufficient knowledge or information  
17 upon which to form a belief as to whether it may have additional, as yet unstated,  
18 affirmative defenses. Mattress Firm reserves the right to assert additional  
19 affirmative defenses in the event discovery indicates such defenses may be  
20 appropriate.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Mattress Firm prays for judgment as follows:

23 1. Plaintiff take nothing by way of the complaint and that judgment be  
24 rendered in favor of Mattress Firm;

25 2. That Mattress Firm be awarded its costs of suit, including reasonable  
26 attorneys' fees to the extent allowable; and

1           3.       That Mattress Firm be awarded such other and further relief as the  
2 Court may deem appropriate.

3  
4       Dated: November 22, 2024

JEFFREY B. MARGULIES  
EVA YANG  
**NORTON ROSE FULBRIGHT US LLP**

5  
6  
7 By  \_\_\_\_\_

Eva Yang  
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MATTRESS FIRM, INC.